

Frederick M. Millard, WSB No. 32673

fmillard@millardlaw.com

Douglas M. Bragg, WSB No. 46245

dbragg@millardlaw.com

419 5th Street,

Oregon City, Oregon 97045

Telephone: (503) 305-7806

Facsimile: (503) 387-5315

Attorneys for Defendant Inland Company

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
TACOMA DIVISION

BITCO GENERAL INSURANCE
CORPORATION,

Plaintiff,

vs.

UNION RIDGE RANCH, LLC and
INLAND COMPANY,

Defendants.

Case No. 3:22-cv-05624-BHS

**STIPULATED MOTION TO CONTINUE
TRIAL**

NOTE ON MOTION CALENDAR:
August 2nd, 2024 (LCR 7(d)(1) stipulated
motion

MOTION TO CONTINUE

Pursuant to FRCP 6(b), Defendant Inland Company (hereinafter, “Inland”) moves the Court for an Order continuing the trial date in this case on basis that there will be insufficient time for the parties to adjust their trial preparations and strategies in light of this Court’s forthcoming rulings on the parties’ motions for summary judgment before trial. This Motion is brought in good faith and not for the purpose of delay. Inland, Defendant Union Ridge Ranch, LLC (“URR”), and Plaintiff Bitco General Insurance Corporation (“Bitco”) all stipulate to this Motion.

INTRODUCTION

This case is essentially an insurance coverage dispute. At all material times, Bitco was Inland’s commercial liability insurance carrier. While Inland was performing certain construction work on URR’s development project, a dispute arose and URR brought suit in Washington state court against Inland for damages.¹ Inland and URR ultimately reached a proposed settlement agreement (“settlement”) to resolve that dispute. Bitco did not participate in the negotiation of the settlement because it had determined that there was no coverage under Inland’s Bitco commercial liability policy (“Policy”) for the loss and therefore it had neither a duty to defend nor a duty to indemnify. Bitco refused to indemnify the settlement for the same reason. Bitco then brought this suit seeking a declaratory judgment that it has no duty to indemnify Inland in connection with the settlement.

Both parties moved for summary judgment on the issues of coverage for the loss underlying the settlement and Bitco’s duty to indemnify Inland for the settlement. Doc 24; Doc. 35. Both motions for summary judgment have already been fully briefed and are currently pending before this Court. This Court has advised the parties that a ruling on the motions is forthcoming within the next several weeks but has not advised of a specific timeline. Trial in this case is presently scheduled to begin October 1st, 2024. Doc 23. Pretrial filings are due in this case on September 10th, 2024. The pretrial conference in this case is scheduled on September 16th, 2024.

POINTS AND AUTHORITIES

This Court should continue the trial date in this case because this Court’s rulings on the parties’ respective motions for summary judgment are likely to reshape the issues for trial and are anticipated to be made with insufficient time remaining for the parties to adequately prepare for

¹ Clark County Case No. 19-2-00992-06

trial in light of this Court's decision. Both motions for summary judgment seek a ruling on issues of law central to this dispute, and a full or partial grant of either motion will fundamentally alter the parties' positions and strategies for trial. The parties have been advised that a ruling on their respective motions is forthcoming within several weeks of the date of this Motion. Assuming that this Court is able to adhere to that timeline, that would only allow the parties barely more than one month to adjust their trial preparation and strategy in light of this Court's decision. Should the Court's ruling on the motions for summary judgment be delayed beyond the anticipated timeframe, that would afford the parties even less time to prepare.

Accordingly, the parties request that the deadline for Pre-Trial submittals, the Pre-Trial Conference and Trial be continued and that the Court set a Status Conference in late August / early September after issuing its ruling on the pending Cross-Motions for Summary Judgment to set a new trial date, if appropriate.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated this 2nd day of August 2024

/s/ Douglas M. Bragg
Douglas M. Bragg, WSB No. 46245
E-mail: dbragg@millardlaw.com
Attorneys for Defendant Inland Company

/s/ Michael J. A. Vial
Michael J. A. Vial, WSB# 47265
mjv@vf-kaw.com
Attorney for Defendant Union Ridge Ranch, LLC

/s/ John A. Husman
John A Husman, Illinois Attorney No. 6273392
Pro Hac Vice
jhusmann@batescarey.com
Attorney for Bitco General Insurance Corporation

PURSUANT TO STIPULATION, IT IS SO ORDERED

DATED: August 16, 2024

A handwritten signature in black ink, appearing to read "Benjamin H. Settle", is written over a horizontal line.

Benjamin H. Settle
United State District Court Judge

CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing **STIPULATED MOTION TO CONTINUE TRIAL** on the following parties:

Attorneys for BITCO General Insurance Corporation

John A. Husmann, Illinois Attorney No. 6273392
Pro Hac Vice
Gustavo A. Otalvora, Illinois Attorney No. 6301324
Pro Hac Vice
BATESCAREY LLP
191 N. Wacker Drive, Suite 2400
Chicago, IL 60606
Telephone: (312) 762-3100
Fax: (312) 762-3200
Email: jhusmann@batescarey.com
Email: gotalvora@batescarey.com

Attorney for Union Ridge Ranch, LLC

Michael J. A. Vial, WSB# 47265
Vial Fotheringham LLP
17355 SW Boones Ferry Rd. Suite A.
Lake Oswego, OR 97035
Phone: (503) 684-4111
Fax: (503) 598-7758
Email: mjv@vf-law.com

by the following indicated method(s):

☒ Via the court's electronic file and serve system.

☒ By **E-MAILING** a true and correct copy thereof to the last-known e-mail address of the attorney or party on the date set forth below.

Dated this 1st day of August 2024

MILLARD & BRAGG, ATTORNEYS AT LAW, P.C.

/s/ Douglas M. Bragg
Fred Millard, OSB No. 982959
E-mail: fmillard@millardlaw.com
Douglas M. Bragg, OSB No. 012113
E-mail: dbragg@millardlaw.com

Attorneys for Defendant Inland Company

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26